

RFP04-11

City of Concord, New Hampshire

Purchasing Division

**FOOD CONCESSION SERVICES
EVERETT ARENA**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
PUBLIC PROPERTIES DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: AUGUST 20, 2010 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

Combined Operations & Maintenance Facility

311 North State Street

Concord, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.concordnh.gov/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide food concession services for the Everett Arena located at 15 Loudon Road, Concord, NH. The firm must be lawfully engaged in providing food concession services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on August 20, 2010** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP04-11, FOOD CONCESSION SERVICES: EVERETT ARENA"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Specifications are available from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/purchasing.

It is recommended that all proposers view the premises and facilities for this operation. Unless otherwise stated in writing, submission of a proposal will indicate that the premises and facilities are acceptable, in satisfactory condition and adequate for the required food concession services. Appointments to view the premises/facilities must be made in advance with Mr. Jeff Bardwell, Arena and Properties Manager at (603) 228-2784.

The minimum proposal shall be **\$11,800.00** per year.

All statements received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so. Failure to submit all

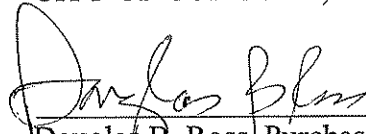
information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 8/2/10

Proposal Due Date/Time: August 20, 2010 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent (603-230-3656; Fax; dross@concordnh.gov) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials is allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are

available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Notice to Proposers, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Notice to Proposers. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the weighted criteria detailed on the **proposal evaluation sheet**. The Proposer selected will be the most qualified and not necessarily the Proposer offering the highest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the City shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A.

Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt, shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:00 AM and 3:00 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices shall reference a valid City of Concord Purchase Order Number.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents and other records pertaining to purchases made under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

RFP04-11
FOOD CONCESSION SERVICES-EVERETT ARENA
SPECIFICATIONS

The City, for the purpose of providing adequate food services inside the Everett Ice Arena offers this exclusive concession contract. Service to the public shall be of paramount importance in the evaluation of proposals and the award and monitoring of the subsequent contract. The offer is made for known Ice Events as listed below:

- A. Concord High School Practices and Games
- B. Bishop Brady High School Practices and Games
- C. Bow High School Games
- D. Concord Youth Hockey Practices and Games as well as Youth State and Local Tournaments
- E. Public Skating (when established)
- F. Various Skating Parties

THE CITY SHALL, THROUGH ITS RENTAL AGREEMENT, PROHIBIT RENTERS FROM BRINGING FOOD INTO THE ARENA FOR THE PURPOSE OF DISTRIBUTION. THIS PROHIBITION SHALL NOT INCLUDE FOOD BROUGHT INTO THE ARENA FOR INDIVIDUAL CONSUMPTION.

RENTER'S OF THE EVERETT ARENA SHALL BE ALLOWED TO SAMPLE FOOD PRODUCTS TO THE PUBLIC AS LONG AS THE SAMPLING MEETS ONE OF THE FOLLOWING CONDITIONS:

- 1. THE FOOD PRODUCT(S) IS/ARE BEING SAMPLED FOR THE PURPOSE OF ATTRACTING SALES OF THAT PRODUCT(S); OR
- 2. THE FOOD PRODUCT(S) IS/ARE BEING SAMPLED FOR DEMONSTRATION PURPOSES ONLY

THE **CONCESSIONAIRE** SHALL HAVE THE RIGHT, AT ITS OPTION, TO SUBCONTRACT CONCESSION SERVICES TO ANY RENTER OF THE EVERETT ARENA FOR A FEE, PAYABLE TO THE CONCESSIONAIRE, OF \$350 PER EVENT DAY. THE CITY, AFTER NOTIFICATION FROM THE **CONCESSIONAIRE** THAT IT HAS EXERCISED IT'S SUBCONTRACTING OPTION, SHALL BE RESPONSIBLE TO ENSURE THAT EACH SUBCONTRACTOR:

- 1. IS IN COMPLIANCE WITH ALL APPLICABLE STATUTES, ORDINANCES AND REGULATIONS OF ALL FEDERAL, STATE, COUNTY AND MUNICIPAL GOVERNMENTS
- 2. PROCURES ALL NECESSARY LICENSES AND PERMITS REQUIRED IN CONNECTION WITH THE OPERATIONS DESCRIBED HEREIN

THE CITY SHALL PROMOTE THE USE OF THE **CONCESSIONAIRE'S** SERVICES WITH ALL RENTERS OF THE EVERETT ARENA.

Parties that provide their own food services are Kiwanis Trade Fair, etc.

UTILITIES:

The City will furnish electricity, gas, and water where it has previously existed. In case any interruption should occur in such services, the City will not be responsible, but will make every effort to restore service as soon as possible. Telephone and other utility services for their use will be the responsibility of the Concessionaire.

FOOD DISPENSING:

Alt food and beverages must be served in paper products.

BEVERAGE DISPENSING:

During the term of agreement all soft drink vending will be on a self-service basis. The Concessionaire shall exclusively purchase all soft drink products (both fountain and vending) from the local beverage distributor currently under contract with the City.

Pricing for these products will be in conformance with the City's exclusive beverage contract and will remain competitive throughout the term of the contract.

EQUIPMENT AND SERVICE:

During the term of the agreement, except as otherwise set forth herein, the beverage distributor currently under agreement with the City shall provide the necessary equipment and services to maintain and repair their fountain dispensing and vending equipment without charge. The current beverage distributor shall provide the necessary services to maintain, repair and fill its fountain dispensing and vending equipment (**minimum** of four vendors and two coolers).

Fountain after hour emergency repair service is available seven days a week between the hours of 8:00AM and 10:00 PM except for the following three holidays: Thanksgiving, Christmas, and New Year's Day.

The number of machines and the location of the equipment shall be mutually agreed to by the concessionaire, the City and the current beverage distributor. All equipment will be new or like new and in good working order, Postmix units for the concession area can be equipment to dispense ice if so desired. Fountain equipment will be equipped with six to eight valves.

The Concessionaire and its respective employees shall exercise prudent care in the handling and operation of the equipment. The Concessionaire agrees to keep the location(s) where the equipment is placed reasonably clean and free of any obstructions that will prevent its use.

Title to this equipment shall remain with the current beverage distributor and this distributor shall have the right to remove this equipment within thirty (30) days of expiration or termination of this agreement or the distributor's agreement with the City.

PERFORMANCE REQUIREMENTS:

This agreement, including all of the current beverage distributor's support to the Concessionaire as described above, is contingent upon the Concessionaire complying with the following performance criteria throughout the term of the Agreement:

1. When the opportunity arises for the placement of fountain equipment, at a minimum, the following fountain products shall be served: Pepsi, Diet Pepsi, Pepsi One, Mountain Dew, Lipton Ice Tea, Slice and Mug Root Beer or, should the City change its exclusive beverage provider, the equivalent products from Coca-Cola;
2. There shall be brand identification for each soft drink product served on all menus and Postmix dispensing valves and vending machines (where applicable) at the Concessionaire's outlets through the term.
3. The Concessionaire shall use Postmix products only to prepare the fountain products for immediate or imminent consumption and shall not resell the Postmix products either to non-affiliated outlets, or to consumers in any form other than the soft drink products.
4. The Concessionaire agrees that (except to the extent that the current beverage distributor is unable to supply the Concessionaire with the corresponding bottle, can and fountain products) the following soft drink products shall be served exclusively throughout the term of this agreement in each of the Concessionaire's outlets (whether the outlet is now existing or is hereafter opened or acquired at any time during the term): Pepsi-Cola, Diet Pepsi-Cola, Pepsi One, Mountain Dew, Lipton Ice Tea, Slice, Mug Root Beer, Hawaiian.

Punch, Schweppes Ginger Ale, Ocean Spray Juice, Citrus Hill, non-frozen juice drinks, Aquafina water, and All Sport flavors or, should the City change it's exclusive beverage provider, the equivalent products from Coca-Cola. These beverages shall be served when bottle/can and fountain products are required for any reason, and shall be the exclusive bottle/can and fountain products sold during the term of this agreement.

5. The Concessionaire shall provide the current beverage distributor, upon the execution of the Agreement, a list of all concessions operating within the Everett Arena. The Concessionaire shall promptly notify the current beverage distributor, in writing, of each concession that is opened or closed.

The Concessionaire shall purchase all post-mix and bottle and can products from the current beverage distributor servicing the geographical area in which the outlet is located. No product shall be purchased by the Concessionaire and delivered to one outlet and then shipped to another location or purchased from a third party. Should the Concessionaire lease the concession space, the current beverage distributor will allow the tenant to sell within their leased space, any of its beverage products that are not conflicting with the product categories mentioned in this agreement including milk, flavored milk, non-alcoholic beer, tap water, brewed hot coffee or brewed hot tea. Should the tenant elect to sell products distributed and protected by this agreement, those products must be purchased from the local, current beverage distributor.

CURRENT PER CASE PRICING (effective through March 31, 2011):

20 oz. Carbonated Soft Drinks:	\$15.00
20 oz. Sport Drinks:	\$16.75
20 oz. Water	\$10.30
20 oz. Juice Drinks:	\$15.25
20 oz. Tea:	\$14.00
Fountain Post-Mix 5 Gallon Bag 'n Box:	\$48.50 for carbonated soft drinks; \$53.50 for non-carbonated soft drinks

CLEAN UP:

The Concessionaire will be responsible for the cleaning, picking-up, disinfecting and exterminating services in all areas under the Concessionaire's control. This shall include the kitchen, under the bleachers, aisles, walkways, etc. and vending machines, if supplied. The City will supply trash and garbage pickup. All areas under the Concessionaire's control, including trash and garbage storage, must be kept in a condition of cleanliness suitable to the requirements of the State of New Hampshire and City of Concord Health Departments. Clean up shall be as follows:

Monday through Friday - before 12:00 noon
Saturday and Sunday - upon closing

EQUIPMENT:

The City owns the hood and vent system in the concession area. The Concessionaire will be required to coordinate with City Health officials for the purchase of all other necessary equipment, dependent upon food to be served. The following is a list of basic restaurant equipment requirements:

- A. Refrigeration - Commercial refrigeration or freezers only. NSF approved.
- B. Cutting boards, either NSF-approved wood or neoprene.
- C. Facilities for keeping hot food above 140 degrees, commercial units only, NSF approved.
- D. Thermometers in all refrigeration and heating units
- E. Fryolators, grills, and other related equipment must have stainless steel splashguards installed on the walls behind them.
- F. Adequate food storage facilities.
- G. Establishment must be exterminated on a monthly basis.
- H. Plans for building modifications shall be submitted to Concord Health Services and Concord Code Enforcement Department, City Hall, 41 Green Street, Concord, NH.

Concessionaire shall install, at the Concessionaire's expense, the equipment necessary for the efficient operation of RFP04-11, Food Concession Services-Everett Arena

the Everett Arena food service concession. All such equipment shall be considered personal property of the Concessionaire and may be removed upon the termination of the Concessionaire's contract, unless amounts are due and owing for unpaid rent. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building or other City property.

BUILDING AND PLANT:

Capital improvements will be the responsibility of the City, but shall only be done at its discretion; Repair and maintenance to the premises under the exclusive control of the Concessionaire shall be the responsibility of the Concessionaire,

QUALITY OF PRODUCTS AND PRICE:

All food items served must be nutritious, wholesome, palatable, and of good quality. In order to insure this standard is maintained, the quality of all food products will be subject to the review by the City Health Department, its agents, assignees, and consultants. The price of all products sold on the premises shall be competitive with prices for similar products within Concord and the immediate surrounding area. The principal objective is to ensure the public receives quality products at competitive prices.

PRICES TO BE POSTED:

All food prices shall be legibly posted on a bulletin board furnished by the Concessionaire.

INSURANCE:

The successful bidder shall furnish to the City of Concord, prior to the opening of the concession, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the attached sheet.

EQUIPMENT MAINTENANCE:

Responsibility for maintaining the equipment owned by the City will be that of the Concessionaire. All such equipment must be returned to the City at the end of the Agreement in the same condition (ordinary wear-and-tear is expected). The Concessionaire shall maintain such equipment in good order and repair at all times and shall renew the same when necessary. Equipment that wears out from normal usage during the period of the Agreement shall be replaced by the Concessionaire, and will become the property of the Concessionaire. All such equipment shall also be maintained in good order and repair and shall be renewed when necessary.

GENERAL INFORMATION

ADVERTISING:

No signs or other advertising matter may be placed on the premises without the written consent of the City.

PERSONNEL:

Concessionaire will, at all times, maintain an adequate staff of employees for the efficient operation of the business. All employees of the concessionaire shall be dressed in neat and clean attire. The Concessionaire shall employ only competent and satisfactory workers and whenever the City shall notify the Concessionaire in writing that any person employed on the premises is, in its opinion, incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such a person shall be discharged and shall not be employed at the Everett Arena concession without consent of the City.

MINIMUM HOURS OF OPERATION:

Concession to be operational for all scheduled games amid special events, Concession to be open to serve Youth Hockey games and practices and this schedule will be arranged after Youth Hockey registration. Vending machines, if provided, are to be filled and serviceable at all times. A typical schedule is as follows: Monday - Friday: 5:00 PM to 9:00 PM and Saturday and Sunday: 8:00 AM - 8:00 PM or as needed.

STATUTES, ORDINANCES, AND REGULATIONS:

Concessionaire will comply with all applicable statutes, ordinances, and the regulations of all federal, state, county, and municipal governments and procure all necessary licenses and permits required in connection with the operations described herein.

FINAL AUTHORITY:

In order to guarantee the highest quality of service and food products to the public, all questions relating to policies, procedures, prices, quality, cleanliness, operating hours and service must be settled to the satisfaction of the City.

SITE VISIT/QUESTIONS:

Potential bidders are urged to visit the premises to view in detail the premises offered by the City. Questions of policy or questions regarding the proposal, prospectus, or contract shall be addressed in writing to Doug Ross, Purchasing Manager at (603) 230-3656 (Fax) or dross@concordnh.gov.

ACCOUNTING METHODS AND PAYMENTS:

1. Audits: The City shall have the authority to audit the Concessionaires books and records in order to protect the public interest. Such audits shall be supervised by the City and shall be made as deemed necessary by the City.
2. Accounting Records: In order to ensure that the public trust is properly maintained, the Concessionaire shall make available to the City, on demand, copies of the Concessionaire's federal income tax return and rooms and meals tax return.
3. Audits by Public Accounting Firms: If requested, the Concessionaire shall provide an annual audit of the Concessionaire's books by a public accounting firm, acceptable to and approved by the City. A copy of the audit shall be filed with the City.
4. Payments Under Contract: Payments shall be made on a monthly basis, by check, to the Treasurer, City of Concord, New Hampshire or directly to the Everett Arena Manager. Each check shall be made payable to the City of Concord. Percent of gross receipts payments shall be payable within ten (10) days following the last day of the month. The city will bill the concessionaire monthly. The Concessionaire shall pay to the City a minimum of \$983.33 per month or \$11,800.00 per year, payable in advance, plus an amount equal to the difference between the minimum and their proposal.

MEETINGS:

Meetings shall be held, as designated by the City, at a time and place to be determined and mutually agreed upon by the City and Concessionaire, for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, prices, portions, products or policies, and any other pertinent business, which may arise.

SECURITY:

The Concessionaire shall deposit, with the City of Concord, the sum of one thousand (\$1,000.00) to be held in a non-interest bearing account as security for any damage which may be sustained by acts attributable to and the responsibility of the Concessionaire. At the termination of the contract and after due inspection of the premises by the City, the funds remaining in this account shall be returned to the Concessionaire.

INSPECTION BY THE CITY:

The Concessionaire shall allow the City access to the premises at all reasonable hours for the purpose of examining said premises, making necessary building repairs or for any other purpose not adversely affecting the operation of the Concessionaire's business.

TERMS OF AGREEMENT:

The Concessionaire shall operate the Concession for a period of three (3) years (9/10/10 – 9/9/13) with the right to renew, upon mutual agreement between the City and the Concessionaire, for one additional two (2) year period (9/10/13 – 9/9/15). The City will negotiate the two (2) year renewal in good faith after written notification of the Concessionaire's desire to renew. This written notification must be received by the City not later than **one hundred twenty (120) calendar days** prior to the expiration of the first three (3) year contract period. In the event that the City and the Concessionaire can not mutually agree on renewing the Agreement within ninety (90) calendar days prior to the expiration of the first three (3) year contract period then the City shall be free to issue a new public solicitation for food concession services.

TYPE OF OPERATION:

The Concessionaire shall provide food and soft drinks, of a type and in a manner consistent with the operation of a public ice arena keeping in mind the peculiarities of the facility. The prime purpose of the concession is to provide quality service and food products to the public at competitive prices.

MINIMUM PROPOSAL:

The City has **estimated** that the potential gross annual income from the operation of the concession will be fifty thousand dollars (\$50,000.00). The City does not guarantee this estimate, but will ensure that all Arena personnel

cooperate with the Concessionaire. The proposer may submit a proposal based on a flat yearly rental, payable in twelve (12) equal installments or a combination of yearly rental and percent of gross income. The minimum proposal shall be \$11,800.00 per year.

TERMINATION:

The Agreement with the Concessionaire may be canceled by the City, in accordance with the General Terms and Conditions or in the event of the Concessionaire fails to perform or to keep and observe any of the conditions set forth by this Request for Proposals. Any material misrepresentations contained in the Concessionaire's proposal or may constitute the basis for termination.

QUALITY OF SERVICE:

In order to guarantee the highest quality of service is provided to the public, any questions relating to policies, prices, quality, cleanliness, and services must be settled to the satisfaction of the City. If the City determines that the Concessionaire is failing to perform under the terms as set forth in the Request for Proposals or Agreement, or if the Concessionaire is failing to supply adequate service to the users of the facilities, the City may notify the Concessionaire, in writing, of the deficiency and suggest a remedy and a reasonable time limit to institute the remedy. If the Concessionaire fails to rectify the situation, to the satisfaction of the City, the City shall have the right to take immediate possession of the premises from the Concessionaire. The Concessionaire shall promptly and in good condition (ordinary wear and tear excepted) surrender the premises and all City property to the City.

PERSONAL PROPERTY

All equipment and personal property, bought, installed or placed by the Concessionaire on the premises under this Contract shall be deemed personal and shall remain the property of the Concessionaire. The Concessionaire shall have the right to remove the same at the end of the Agreement, provided that he is not in default on rental payments to the City and subject to the Concessionaire's obligation to repair all damages to the premises.

RIGHTS:

The Concessionaire, as a result of the submission of a proposal, shall waive the right to question the reasonableness of the City's termination of the Agreement, except where monetary damages are involved.

MODIFICATIONS OR EXTENSIONS:

The Request for Proposals and all addenda, the Concessionaire's proposal and the Agreement signed by the City and the Concessionaire, shall be considered to contain all understandings, covenants, and agreements between both parties and shall not be modified or amended except by written agreement, duly executed by both parties.

NOTICES:

Notices to the City shall be addressed to the Everett Arena, 15 Loudon Road, Concord, NH 03301 and shall be sent by certified mail return receipt requested, postage pre-paid. The successful Concessionaire shall supply, in writing, the name and address to which notices shall be sent by certified mail return receipt requested. The successful Concessionaire shall, within ten (10) calendar days of the Notice of Award, execute an Agreement incorporating the terms, conditions and specifications of this Request for Proposals.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Qualifications Statement and Questionnaire

The successful concessionaire must submit, prior to contract signing, it's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

CITY OF CONCORD, NEW HAMPSHIRE

PROPOSAL SHEET

**RFP04-11, FOOD CONCESSION SERVICES:
EVERETT ARENA**

Pursuant to and in compliance with the proposal, specifications and form of contract, the undersigned proposes to operate the concession located at the Everett Arena and to pay thereof as set forth below:

OPTION 1:

Yearly rental payable in twelve (12) monthly installments commencing with contract execution. Payments shall be made, in advance, on the first day of each month. A monthly invoice shall be sent by the City.

Figures: \$ _____ Per Year

Written: _____ Dollars Per Year

OPTION 2:

Yearly rental payable in twelve (12) monthly installments commencing with contract execution PLUS a percentage of gross income. Payments shall be made, in advance, on the first day of each month. A monthly invoice shall be sent by the City.

Figures: \$ _____ Per Year

Written: _____ Dollars Per Year

Percentage of Gross Income: _____%

The minimum rent shall be \$11,800.00 per year.

CONTRACT PERIOD FOR EACH YEAR IS FROM SEPTEMBER 10 THROUGH SEPTEMBER 9. THE INITIAL CONTRACT PERIOD SHALL BE FOR THREE (3) YEARS (9/10/10 – 9/09/13). THE CONTRACT MAY BE RENEWED, BY MUTAL AGREEMENT, FOR ONE (1) ADDITIONAL TWO (2) YEAR PERIOD (9/10/13 – 9/09/15).

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING
ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL,
STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530

Due Date/Time: August 20, 2010 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company -- Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) ☐
☐ Other

Exempt from backup withholding ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number --

Employer identification number --

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. Person

Date:

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful concessionaire agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all concessionaires, sub-concessionaires, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the concessionaire in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE

1. NAME OF ORGANIZATION (Specify type – whether an individual, partnership, corporation or other legal entity)_____
2. BUSINESS ADDRESS_____
3. IF A CORPORATION – Give names and addresses of corporate officers and amount of stock owned by each, either legally or equitably, and the name and address of each stockholder. Also indicate when and where incorporated and if qualified to do business in the State of New Hampshire. Give names and addresses of the Board of Directors. List names and addresses of all persons having financial interest, direct, or indirect in the corporation.

4. IF A PARTNERSHIP OR OTHER NON-CORPORATE ENTITY – Give names and addresses of all partners or all persons having any financial interest, direct or indirect, in the organization, and specify the nature of such interest.

5. State the number of years that the organization, under its present name, has been in the food and beverage concession business_____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

6. State the experience, qualifications and background of all persons having management control of the organization in the food and beverage concession business.

7. List chronologically the concession operation or similar business presently or heretofore operated by the organization, or by persons having management control of the organization.

8. List all pertinent information indicating the ability of the organization and its management personnel to operate a successful concession on the premises giving full and adequate service to the users of the Everett Ice Arena.

9. References:

A. Bank _____

B. Suppliers _____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

10. Do you intend to expand on the minimum hours of operation?

Yes _____ No _____ If answer is yes, please list below hours and dates you propose.

11. List your staffing of concession indicating number of people, classification and hours and days for each.

SIGNATURE: _____

COMPANY: _____

PLEASE COMPLETE, SIGN AND RETURN WITH YOUR PROPOSAL.

NOTICE OF AWARD

Dated: September 1, 2004

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP04-11

PROJECT: Food Concession Services: Everett Arena

CITY CONTRACT NO.: RFP04-11

CONTRACT FOR: Food Concession Services: Everett Arena

You are notified that your Proposal opened on August 20, 2010 for the above Contract has been considered and accepted for you to provide food concession services at the Everett Arena. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP04-11) and the **CONCESSIONAIRE'S** proposal dated/received on _____.

The **CONCESSIONAIRE** shall pay to the **CITY**, in monthly installments, the annual sum of _____ Dollars (\$ _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by September _____. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement; and
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten days after you comply with those conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/PUBLIC PROPERTIES DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and
between The City of Concord, New Hampshire, hereinafter called "**CITY**" and
_____ hereinafter called "**CONCESSIONAIRE**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONCESSIONAIRE** will continue to provide the food concession services at the Everett Arena for the period September 10, 2010 – September 9, 2013. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP04-11) and the proposal response submitted by the **CONCESSIONAIRE'S** and opened on August 20 2010.
2. The **CONCESSIONAIRE** will furnish all of the material, supplies, tools, equipment, labor and other services identified by RFP04-11 and necessary for the complete operation of the food concession services at the Everett Arena as described herein.
3. The **CONCESSIONAIRE** shall commence the concession services required by the **CONTRACT DOCUMENTS** beginning on **September 10, 2010**. The **CONCESSIONAIRE** shall operate the Concession until **September 9, 2013**. This agreement may be renewed, by mutual agreement of the **CITY** and **CONCESSIONAIRE** for one (1) additional two (2) year period (**September 10, 2013 – September 9, 2015**).
4. The **CONCESSIONAIRE** agrees to provide all of the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the annual fee, payable to the **CITY** in advance in monthly installments, of:

_____ Dollars (\$ _____)

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) REQUEST FOR PROPOSALS-RFP04-11
- (B) RFP04-11 PROPOSAL RESPONSE
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE IN CONFORMANCE WITH RFP REQUIREMENTS
 5. QUALIFICATION STATEMENT AND QUESTIONNAIRE
- (D) LETTER OF AWARD
- (E) NOTICE OF AWARD
- (F) AGREEMENT
- (G) NOTICE TO PROCEED
- (H) ADDENDA:

NO. _____ DATED _____

The contract between the **CITY** and the **CONCESSIONAIRE** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONCESSIONAIRE'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONCESSIONAIRE** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **CONCESSIONAIRE'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CONCESSIONAIRE** shall pay the **CITY** in conformance with the terms and conditions of RFP04-11.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name: _____

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP04-11

PROJECT: Food Concession Services: Everett Arena

CITY CONTRACT NO.: RFP04-11

CONTRACT FOR: Food Concession Services: Everett Arena

You are notified that the Contract Time under the above contract will commence to run on **September 10, 2010**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than **September 9, 2013**. However, by mutual agreement, this contract may be renewed for up to one (1) additional two (2) year period (**September 10, 2013 – September 9, 2015**).

In accordance with the General Terms and Conditions of RFP04-11, the CONCESSIONAIRE shall provide and maintain certificates of insurance, naming the CITY as additional insured, which meet the minimum required levels of coverage (see attached).

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/PUBLIC PROPERTIES DIVISION

City of Concord, New Hampshire



Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 North State Street, Concord, NH 03301

PHONE (603)225-8530

FAX(603)230-3656

Reference: RFP04-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP04-11, Food Concession Services: Everett Arena for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A
PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP04-11, FOOD CONCESSION SERVICES: EVERETT ARENA

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, PUBLIC PROPERTIES DIV.

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements	10		
Rental Payments	10		
<u>Project Team:</u>			
Relevant Experience	10		
Qualifications	10		
Concession Manager Availability	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	10		
Qualifications	10		
Staffing Plan	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.